

**DEPARTMENT OF THE ARMY
TULSA DISTRICT, CORPS OF ENGINEERS**

**NOTICE OF AVAILABILITY FOR LEASING
GOVERNMENT OWNED REAL PROPERTY FOR
AGRICULTURAL, GRAZING AND HAYING
PURPOSES, LAKE TEXOMA, OKLAHOMA AND TEXAS**

AVAILABILITY NO. DACW56-9-03-266

Sealed bids subject to the terms and conditions set forth herein, for the leasing of property of the United States listed in the invitation, will be received until the time, date, and the place indicated below:

SEALED BIDS ARE TO BE MARKED AND ADDRESSED AS FOLLOWS:

RETURN ADDRESS:

(Name and address of bidder)

TO:

**A & G LEASE BID
Lake Texoma Project Office
351 Corps Road
Denison, TX 75020-6425**

PROPERTY LOCATION: Lake Texoma, Oklahoma and Texas described by area number below.

TIME OF PRE-OPENING CONFERENCE: 10:00 a.m., 18 December 2003.

TIME OF OPENING: 11:00 a.m., 18 December 2003.

PLACE OF OPENING: Lake Texoma Project Office.

BID DEPOSIT: 25 percent of the annual amount bid.

ISSUED BY:

Department of the Army
Tulsa District, Corps of Engineers
Point of contact: Lake Texoma

Chris Lynch or R.C. Green at
903-465-4990 ext 115 or 121

AUTHORITY: for granting this lease is Title 10, U.S.C., Section 2667.

The successful bidder will be required to enter into a lease with the United States on the attached lease format. The lease will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, or other facilities located on the property covered by said lessee.

TERM: The term of these leases will vary up to a period of **Five (5) Years**. Lease terms begin January 1, 2004. The Secretary of the Army, as indicated on the Land Use Regulations, may renew some of the leases, for an additional five (5) years at the discretion of the Government but is revocable at will.

LEASE PROPERTY:

a. Detailed maps of the lease area(s) may be obtained from the Project Office during normal business hours.

b. The description of the property and the map are believed to be correct. However, any error or omission in the description of the property or on the map shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deduction from rental.

c. Lessees will be responsible to familiarize themselves with the location of all boundary

markers and survey monuments. It will be their responsibility to see that they are not disturbed during their possession of the lease area.

MANAGEMENT OBJECTIVES: The Tulsa District Corps of Engineers Agriculture and Grazing Program uses agricultural and grazing activities as management tools to improve, maintain, repair, protect and conserve land, wildlife, and other resources and accomplish soil erosion control, conservation of natural resources, reforestation, re-vegetation, and wildlife food plots, prevent undesirable vegetation, and prevent wildlife danger.

SERVICES: The lessee may, at the discretion of the Chief of Real Estate, be authorized or required to perform services in lieu of cash rental. Services may include, but are not limited to, erosion control, wildlife food plots, fire-guards, over-seeding pastures with legumes or small grain, applying fertilizer, and/or construction of boundary fences. Services in lieu of cash rental must be agreed to in advance and documented in a Supplemental Agreement signed by all parties. Services approved and performed in lieu of cash rentals must be completed and accepted by the Government prior to July 1 each year of the current lease. In the event of lease termination, the Lessee shall not be reimbursed for services performed in advance of the year in which termination occurs.

SUBSIDY AND COST SHARE: Federal and State subsidies may be available for some land identified in this Report of Availability. **The Lessee shall not accept subsidy or cost share payments without prior written approval from the District Engineer.**

NOTICE: Some of the areas may have access only through privately owned property and the Government cannot guarantee ingress and egress to the land. The areas are subject to compatible wildlife management activities performed by project personnel. The land may be flooded at any time due to project operations. Prospective lessees should be prepared to move their personal property to privately owned higher ground during periods of flooding. Lessees shall have no claim against the United States for damages of any character on account thereof.

CASH RENT BIDS: Cash rent must be in whole dollars. Any bid submitted in an amount other than whole dollars will be rounded down to the nearest whole dollar. No cash bid will be accepted which is less than \$75, unless abatement services are required in the lease.

INSTRUCTIONS TO BIDDERS

1. **BIDS SUBJECT TO THESE TERMS.** All bids submitted shall be deemed to have been made with full knowledge of all the terms herein contained. Bidders are expected to inspect the property and form their own conclusions as to its suitability for the stated purposes. Failure to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of the bid after the time of opening bids. The property is now subject to inspection by prospective bidders. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.
2. **BID FORMAT.** Bids must be submitted in the attached format.
3. **EXECUTION OF BIDS.** Each bid must give the full address of the bidder and be signed with the bidder's usual signature. Any additional sheets shall be identified with the bidder's name. An authenticated copy of the power of attorney or other evidence of authority shall accompany a bid executed by an agent on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. If the secretary of the corporation signs the bid, another officer of the corporation must execute the Certificate. In lieu of the Certificate, records of the corporation which show the authority of the officer signing, and which the secretary or assistant secretary, under the corporate seal, certifies to be true copies must be attached.
4. **DEPOSIT REQUIRED.** No bid will be considered without a deposit approximately equal to and not less than twenty-five (25) percent of the annual rental offered, to guarantee that the bidder will enter into a written lease and pay the balance of the rental due within thirty (30) days after receipt of written notice of acceptance of his/her bid and a draft of lease for execution. Such guarantee must be in the form of a money order or check, payable to the "FAO USAED, TULSA". The deposits of unsuccessful bidders will be returned as promptly as possible after rejection. However, in the event of default by any bidder, that bidder's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in ²leasing the property and any difference between the rental

DRAFT FOR INFORMATION PURPOSES ONLY.

for another lease, if the latter amount is less. The bidder is liable for the full amount of damages sustained by the Government because of his/her default; such liability is not limited to the amount of the bidder's deposit.

5. SUBMISSION OF BIDS. It will be the duty of each bidder to have the bid delivered by the time and at the place prescribed in the Invitation. Bids will be securely kept, unopened. No responsibility will attach for the premature opening of a bid not properly addressed and identified.

6. LATE BIDS, MODIFICATION OR WITHDRAWAL OF BIDS. The person whose duty it is to open the bids will decide when withdrawals of a bid will be considered. Bids may be modified or withdrawn only by written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence in preparing the bid confers no right to withdraw the bid after it has been opened. Bids, modifications, or withdrawals received after the time fixed for opening and before award is made will be considered if sent by registered mail not later than the 7th calendar day prior to the date specified for receipt of bids or if sent by mail (telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

7. OPENING OF BIDS. At the time fixed for the opening, bid contents will be made public. The United States will upon request, hold any information submitted in support of the bid in strict confidence, if disclosure might tend to subject the bidder to a competitive business disadvantage.

8. AWARD OF LEASE. Leases will be awarded to the highest bidder who is responsive to this Invitation, provided that the bidder is responsible, the bid is reasonable, and it is in the interest of the United States to accept it.

9. PROCEDURE FOR AWARD.

a. Following the public opening, the Government may require any bidder to furnish additional evidence of financial condition, ability to assume the obligations and responsibilities imposed by the lease, and other information the Government considers desirable. Failure to submit this information in 30 days or such other reasonable time as the Chief of Real Estate specifies may be the basis for rejecting the bid.

b. The lease will be awarded to the bidder who offers the highest fixed annual rental and who the Chief of Real Estate determines to be fully qualified financially, by experience, character and otherwise to furnish the facilities and services determined to be necessary to adequately serve the public demand at the proposed site.

10. ACCEPTANCE OF BIDS. All bids will remain open for acceptance or rejection for 30 days from the date of opening. Notice of award will be given as soon as practicable to the successful bidder personally, to a duly authorized representative, or in writing to the bidder at the address indicated in the bid.

11. DISPUTES. Except as otherwise provided in this Invitation, any dispute concerning a question of fact arising under this Invitation which is not disposed of by agreement shall be decided by the District Commander or his duly authorized representative who shall mail or otherwise furnish a written copy of the decision to the bidder. The decision of the District Commander shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the bidder mails or otherwise furnishes to the District Commander a written appeal addressed to the Secretary of the Army. The decision of the Secretary, or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of appeal. Pending final decision of a dispute hereunder, the bidder shall proceed diligently with the performance of the contract and in accordance with the District Commander's decision. This condition does not preclude consideration of questions of law provided that nothing in this condition shall be construed as making final the decision of an administrative official, representative, or board on a question of law.

DRAFT FOR INFORMATION PURPOSES ONLY.

12. REJECTION OF BIDS. The right is reserved, as the interests of the Government may require, to reject at any time any and all bids, to waive any informality in bids received, and to accept or reject any items of any bid unless such bid is qualified by specific limitation.

13. DEFAULT. In the event that the successful bidder fails to enter into a lease within thirty (30) days after receipt of Government notification that his/her bid has been accepted and receipt of a draft lease for execution, or in the event that the successful bidder fails to otherwise comply with the terms of this Invitation, the Government may declare the bidder in default and retain the deposit as liquidated damages.

14. ADDITIONAL INFORMATION. Any additional information may be obtained from the Project Office during normal business hours (8 am thru 4 pm – Monday thru Friday except Federal Holidays).

15. FENCING, CATTLE GUARD AND GATE SPECIFICATIONS ARE IDENTIFIED ON EXHIBIT H.

16. ARCHEOLOGICAL AND CULTURAL SURVEY REQUIREMENTS. No fence construction or right of way disturbance shall be conducted without a formal Corps of Engineers Archeological and Cultural Survey performed and the area of construction is released for work.

AGRICULTURAL PURPOSES

AREAS 293 and 295: containing approximately 819 acres located in the Alexander Horton A-294 Survey in Cooke County, Texas, marked **Exhibit A** for a **term of three (3) years**.

SPECIAL LEASE REQUIREMENTS FOR AREAS : Lessee will provide labor and materials to clear boundary line and construct **1,290** feet of boundary fence each year for a total of **3,870** feet for the term of the lease. **Annual fencing requirements shall be completed by 1 July each year.**

GRAZING PURPOSES (YEAR-ROUND GRAZING)

AREA 159/160: Contains approximately 240 acres located in the Alford Johnson A-691 and Jacob Groce A-460 Surveys in Grayson County, TX, marked **Exhibit B** for a **term of five (5) years and a maximum of 35 animal units**.

SPECIAL LEASE REQUIREMENTS FOR AREAS: The lessee shall control woody vegetation in existing open fields annually. All control work shall be completed by **1 July each year**. Method of control may be by mowing or herbicide.

AREA 229-A: Contains approximately 114 acres located in Section 32, T6S, R4E in Marshall County, OK, marked **Exhibit C**. **This lease is for the term of Five (5) years with an option to renew for an additional five (5) years and a maximum of 8 animal units.**

SPECIAL LEASE REQUIREMENTS: Lessee will provide equipment, labor and materials to clear boundary line and construct **610** feet of boundary fence each year for a total of **3,050** feet for the term of the lease. **Annual fencing requirements shall be completed by 1 July each year.** The lessee shall control woody vegetation in existing open fields annually. All control work shall be completed by **1 July each year**. Method of control may be by mowing or herbicide

AREAS 223, 224, and 225: Contains approximately 959 acres located in Sections 10,15, 22, 23, and 27, T7S,

DRAFT FOR INFORMATION PURPOSES ONLY.

R4E, Marshall County, OK, marked **Exhibit D**. This lease is for the term of Five (5) years with option to renew for an additional five (5) years and a maximum of 48 animal units.

SPECIAL LEASE REQUIREMENTS: Lessee will provide equipment, labor and materials to clear boundary line and construct 1,980 feet of boundary fence each year for a total of 9,897 feet for the term of the lease. Annual fencing requirements shall be completed by 1 July each year. Lessee shall construct one (1) cattle guard 28 feet in length and shall be installed the first year of the lease by 1 July 2004. The lessee shall control woody vegetation along a 10 (ten)-foot strip of existing boundary fencing one time during the term of the lease and control shall be performed within the first three years of the lease. All control work shall be completed by 1 July each year. Method of control may be by mowing, dozer, or herbicide.

AREA 277: Containing approximately 348 acres of located in Henry M. Brown A-1335, B. N. Day A-1354, J.T. little A-1406, H. A. Russell A-1719, and G. P. Harris A-1378 Surveys in Cooke County, Texas, marked Exhibit E. This lease is for the term of Five (5) years with option to renew for an additional five (5) years and a maximum of 22 animal units.

SPECIAL LEASE REQUIREMENTS: Lessee will provide equipment, labor and materials to clear boundary line and construct 1,025 feet of boundary fence each year for a total of 5,125 feet for the term of the lease. Annual fencing requirements shall be completed by 1 July each year. The lessee shall control woody vegetation in existing open fields annually. All control work shall be completed by 1 July each year. Method of control may be by mowing or herbicide.

HAYING

Area 221-C: Contains approximately 150 acres located in Section 13, T7S, R4E, Marshall County, OK, marked Exhibit F. This lease will be for a term of Five (5) years with option to renew for additional five (5) years.

SPECIAL LEASE REQUIREMENTS :

- a. Lessee shall establish and maintain 35 acres of Bermuda grass hay meadow at the location shown on attached **Exhibit F** in addition to the existing meadow area. The Lessee shall provide labor, equipment, materials and supplies to prepare suitable seedbed and sprig live root stock sprigs by 1 May 2004.
SEEDBED PREPARATION – Seedbed shall be prepared any method that will result in a clean friable, firm seedbed without excessive weedy competition, without any restrictive plow pans or clods large enough to be limiting to seeding/sprigging equipment. The area should be free of stones, woody material and other foreign objects that would hamper planting and maintenance operations. **SPRIGS** – Sprigs vegetation at 40 bushels per acre Bermuda grass roots. Sprigs will be planted in rows and firmly covered 1-3 inches deep. The distance between rows shall not exceed 24 inches. Sprigs shall be uniformly distributed. Cover soil will be firmly packed over the planted sprigs. Sprigs should not be cut, chopped nor allowed to dry out. Protect sprigs from sun and hot drying winds. **FERTILIZING** – fertilizer in most cases is needed to assure rapid establishment of erosion control cover and will usually be applied at planting time. In lieu of a fertilizer test apply 52-52-52 N-P-K actual nutrient/acre.
- b. All hay shall be removed from lease area within 10 days of baling. No haying operation shall be conducted after 1 September each year.
- c. The lessee shall construct and install **3 (three) gates** 18(eighteen) feet in length at locations shown on **Exhibit F**.

DRAFT FOR INFORMATION PURPOSES ONLY.

- d. The lessee shall provide traffic barrier to delineate a parking area 75 feet in width from the road shoulder and 100 feet in length as shown on **Exhibit F**.
- e. **Gate** construction, installation, and parking area traffic barrier delineation shall be completed by **1 July 2004**.

AGRICULTURE, GRAZING AND HAYING

AREA 244: Contains approximately 217 acres of land in Sections 5, 6, 7, and 8, T7S, R4E in Marshall County, Oklahoma marked as **Exhibit G**. **This lease will be for a term of Five (5) years with option to renew for additional five (5) years.**

SPECIAL LEASE REQUIREMENTS :

Lessee shall establish and maintain 20 acres of Bermuda grass each year at the location shown on **Exhibit G**. The Lessee shall provide labor, equipment, materials and supplies to prepare suitable seedbed and sprig live root stock sprigs by **1 May each year**. **SEEDBED PREPARATION** – Seedbed shall be prepared any method that will result in a clean friable, firm seedbed without excessive weedy competition, without any restrictive plow pans or clods large enough to be limiting to seeding/sprigging equipment. The area should be free of stones, woody material and other foreign objects that would hamper planting and maintenance operations. **SPRIGS** – Sprigs vegetation at 40 bushels per acre Bermuda grass roots. Sprigs will be planted in rows and firmly covered 1-3 inches deep. The distance between rows shall not exceed 24 inches. Sprigs shall be uniformly distributed. Cover soil will be firmly packed over the planted sprigs. Sprigs should not be cut, chopped nor allowed to dry out. Protect sprigs from sun and hot drying winds. **FERTILIZING** – fertilizer in most cases is needed to assure rapid establishment of erosion control cover and will usually be applied at planting time.

In lieu of a fertilizer test apply 52-52-52 N-P-K actual nutrient/acre. All hay shall be removed from lease area within **10 days** of baling. **No haying operation shall be conducted after 1 September each year.**

DRAFT FOR INFORMATION PURPOSES ONLY.

**A & G LEASE BID
LAKE TEXOMA**

AVAILABILITY NO. DACW56-9-03-266

TO: U. S. Army Corps of Engineers
Texoma Lake Office
351 Corps Road
Denison, TX 75020-6425

This bid is subject to all conditions and requirements in your Invitation. I agree to enter into a written lease within 30 days of notice of acceptance. Enclosed is my bid deposit in the form of a check or money order made payable to the "FAO, USAED, TULSA" for one-fourth (1/4) of annual bid or more.

LEASE AREA	ANNUAL RENT BID	BID DEPOSIT ENCLOSED
159/160	\$ _____	\$ _____
221-C	\$ _____	\$ _____
223thru225	\$ _____	\$ _____
229-A	\$ _____	\$ _____
244	\$ _____	\$ _____
277	\$ _____	\$ _____
293-295	\$ _____	\$ _____

**NOTE: SERVICES STATED IN THE INVITATION FOR BIDS ARE REQUIRED IN ADDITION TO THE CASH
RENT BID**

The annual rent will be due and payable on or before December 31 of each year during the term of the lease.

Full Name: _____

Address: _____ Telephone: _____
(Street, Rural Route, Box, etc.) (w/ area code)

(City, State) Zip Code: _____

Social Security No.: _____ - _____ - _____

Signature: _____ Date: _____

(OVER)

DRAFT FOR INFORMATION PURPOSES ONLY.

BIDDER REPRESENTS: (Check appropriate box)

That he/she operates as:

___ an individual only

___ a joint tenancy as husband and wife with right of survivorship

___ an individual doing business as

___ a partnership consisting of

___ a corporation, incorporated in the state of

___ a trustee acting for

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
(Name) (Title)

of the _____ named as bidder herein; that
(Corporation name)

_____, who signed this bid on behalf of the
(Name of officer)

_____ of the corporation; that said
(Name of officer)

instrument was duly signed for and on behalf of the _____
(Corporate name)

_____ duly signed for and on behalf of said Corporation; by authority of
its governing body and is within the scope of its corporate powers.

Signed, _____
Corporate Secretary or
Appropriate Officer

(AFFIX CORPORATE SEAL)

DRAFT FOR INFORMATION PURPOSES ONLY.

NO. DACW56-1-04-*

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES**

LOCATED ON

***(project, installation)**

***(county, state)**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and *,*; hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 10, United States Code, Section 2667, and for the consideration set forth herein, hereby leases to the Lessee the following described property hereinafter referred to as the premises, for * purposes, and in accordance with the land use regulations identified in Exhibit(s) *, which is attached hereto and made a part hereof:

AREA *, containing * acres, more or less, in
* County, *, as shown on the map marked
Exhibit *, attached hereto, and by this
reference made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of * (months)(years), beginning *, 19*, and ending *, *, [and may be renewed for an additional 5 years in accordance with condition 31], but revocable at will by the Secretary.

2. CONSIDERATION

***a.** (Use if there will be no rental offsets) The Lessee shall pay rental in advance to the United States in the amount of * AND NO/100 DOLLARS (\$*), payable * to the order of the

DRAFT FOR INFORMATION PURPOSES ONLY.

Finance and Accounting Officer, Tulsa District, and delivered to 1645 S 101 East Ave, P.O. Box 61, Tulsa, OK 74121-0061.

***a.** (Alternate Condition) (Use if there will be rental offsets) As consideration for this lease, the Lessee shall pay cash rental in advance to the United States in the amount of * AND NO/100 DOLLARS,(\$*), payable * to the order of the Finance and Accounting Officer, Tulsa District, and delivered to 1645 S 101 East Ave, P.O. Box 61, Tulsa, OK 74121-0061. Such cash rental shall be offset by the value of work items which shall be accomplished by the Lessee for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the Land Use Regulations attached as Exhibit *.

b. All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the Lessee). An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the lessee, to *, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 1645 S 101 East Ave, P.O. Box 61, Tulsa, OK 74121-0061, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

DRAFT FOR INFORMATION PURPOSES ONLY.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer", include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE *(DISTRICT ENGINEER) (INSTALLATION COMMANDER)

The use and occupation of the premises shall be subject to the general supervision and approval of the *(District Engineer) (Installation Commander), Tulsa *(District)(Installation) hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representation or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs or additions thereto.

8. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

9. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be

DRAFT FOR INFORMATION PURPOSES ONLY.

promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RENTAL ADJUSTMENT

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Where the said premises are being used for farming purposes, the Lessee shall have the right to harvest, gather and remove such crops as may have been planted or grown on said premises, or the District Engineer may require the Lessee to vacate immediately and, if funds are available, compensation will be made to the Lessee for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather and remove crops shall be evidenced by a written supplemental agreement, executed by the District Engineer; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease and in that event any remaining crops shall become property of the United States upon such revocation.

11. RIGHT TO ENTER AND FLOOD

a. The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections; to remove timber or other materials, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claims for damages on account thereof against the United States or any officer, agent or employee thereof.

b. The Lessee expressly agrees to make no claim under flood insurance issued under any Federal Government program for loss to any property of the Lessee located on the premises which arises from or is incident to the flooding of the premises by the Government.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

14. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin.

15. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

16. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development of Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessees operations or would be contrary to local law.

17. TERMINATION

This lease may be terminated by the Lessee at any time by giving at least sixty (60) days notice thereof, in writing, to the District Engineer. In the case of such termination, no refund by the United States of any rental previously paid shall be made and payment in full of all rent becoming due during the period of notice will be required. In the event the effective date of termination occurs after the start of the grazing, planting or harvesting season as specified in the Land Use Regulations, any rent due for the balance of the annual term, or the rental due for the remaining term if the lease is for less than one year, shall be due and payable on or before the date of such termination.

18. PROHIBITED USES

a. Certain soil conservation practices may be required by the land use regulations which are identified as rental offsets. By acceptance of such offsets, the Lessee agrees that he will not accept any Federal or State cost-sharing payments or subsidies for the same soil conservation practices.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

19. PROTECTION OF NATURAL RESOURCES

The Lessee shall use the premises in accordance with the attached Land Use Regulations and shall at all times: (a) maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes; (b) cut no timber, conduct no mining or drilling operations, remove no sand, gravel or kindred substances from the premises; © commit no waste of any kind nor in any manner substantially change the contour or condition of the premises except changes required to accomplish soil and water conservation measures as may be authorized by said officer.

20. DISPUTES (TO BE ADDED)

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground and water. The Lessee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon the premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed in writing by the District Engineer.

24. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be promptly paid by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

25. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

26. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

27. SEVERAL LESSEES

If more than one Lessee is named in this lease, the obligations of said Lessees herein named shall be joint and several obligations.

28. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modifications of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as other conditions of this lease.

29. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned. The Lessee shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this lease

DRAFT COPY FOR INFORMATIONAL PURPOSES ONLY.

does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

30. HUNTING AND FISHING ENTRY

That the lessee will cooperate in programs for the management and improvement of fish and wildlife and in furtherance thereof the leased premises will be subject to free public use for fishing and hunting.

31. RIGHT OF RENEWAL WITHOUT COMPETITION

The United States may renew this lease by mutual agreement with the current lessee if the lease term stated above expressly authorizes renewal, the lessee's performance is satisfactory, and the value as determined by the United States Government is acceptable.

32. CEMETERY FENCES

That the lessee shall construct and maintain fences, enclosing all cemeteries or graves within the leased area, and shall permit ingress and egress thereto.

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by direction of the Secretary of the Army this _____ day of _____, 19____.

BRENDA A. RANDOLPH
Chief, Management and Disposal Branch
Tulsa District, Corps of Engineers

THIS LEASE is also executed by the Lessee this _____ day of _____, 19__.

*, Lessee

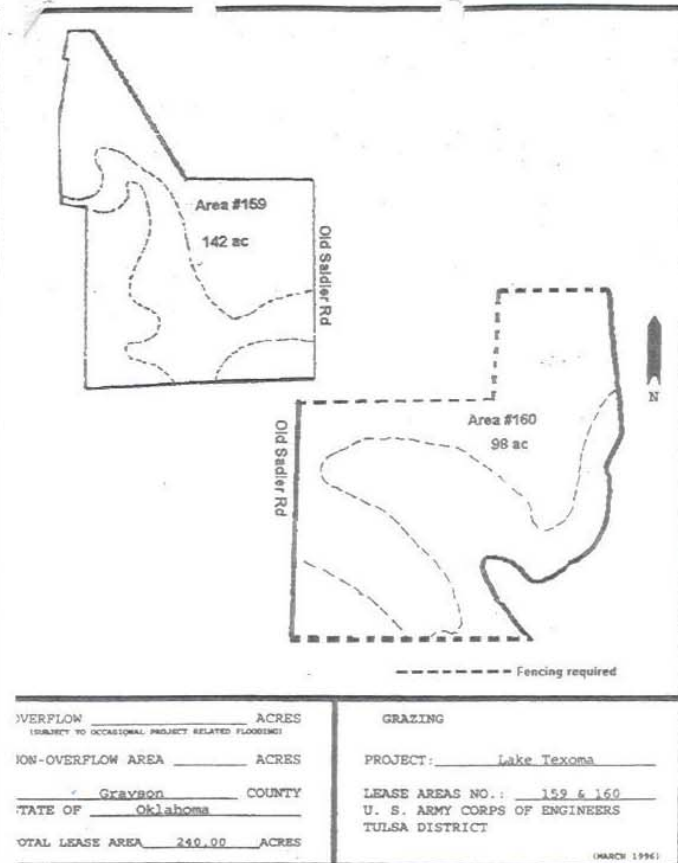
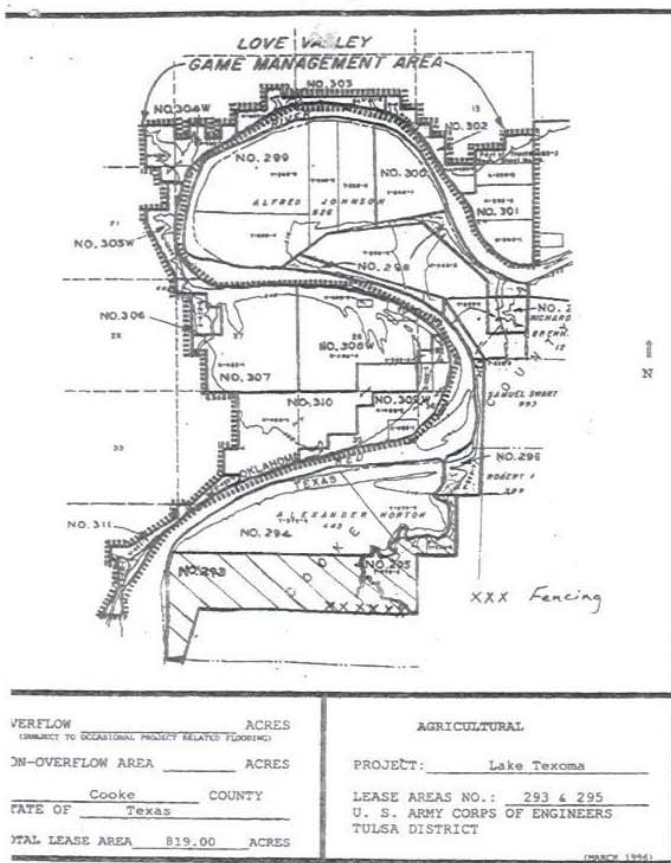


Exhibit A

LAKE TEXOMA
RED RIVER, OKLAHOMA & TEXAS

AREA NO. 229-A MARSHALL CO. OKLA.

LOCATION: SHEET(S) 14

DRAWN BY R.B.C.

DATE: 8-3-71

SCALE: 1:10,000

1000 0 1000

LAND		
CLASSIFICATION	ACRES	AUM STOCKING
R	68.00	34
SU3	8.00	4
SU4	38.00	11
TOTAL LEASE AREA		
	114.00	49

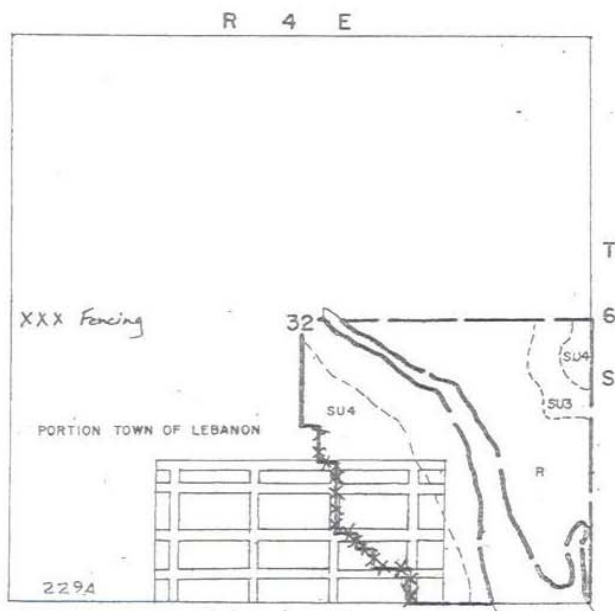


Exhibit C

Exhibit B

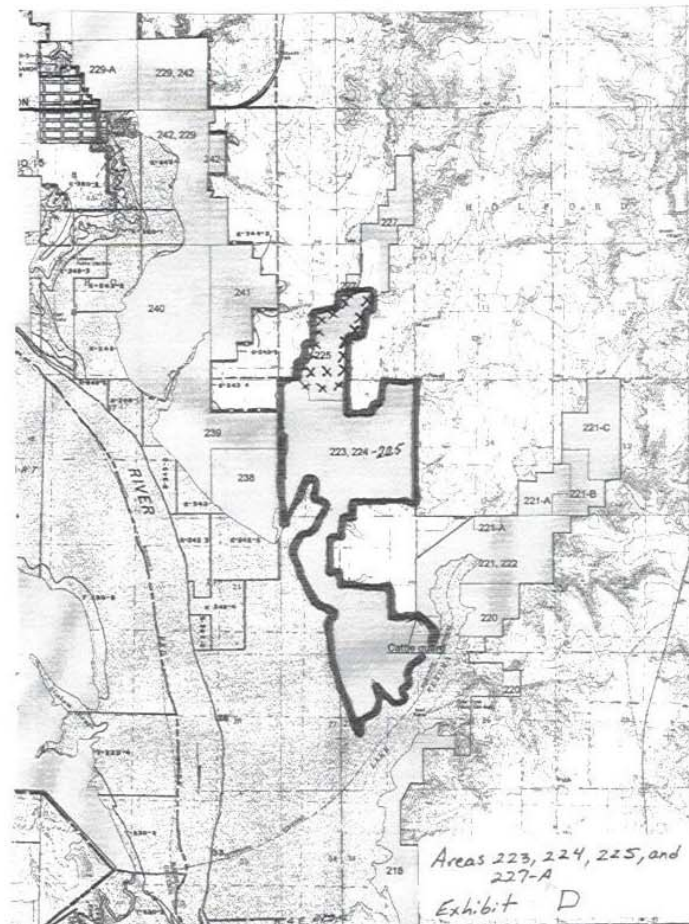


Exhibit E

AREA NO. 244 MARSHALL CO.
LOCATION: OKLA.
SHEET(S) 15

AREA NO. 244
LOCATION:
SHEET(S) 15

MARSHALL CO.
OKLA.

SCALE: 1:20,000

2000 0 2000

	LAND	
CLASSIFICATION	ACRES	AU STOCKING
P2	26.00	
PU3	33.00	
PU4	79.00	
R	7.00	
SU4	68.00	
TOTAL LEASE AREA		

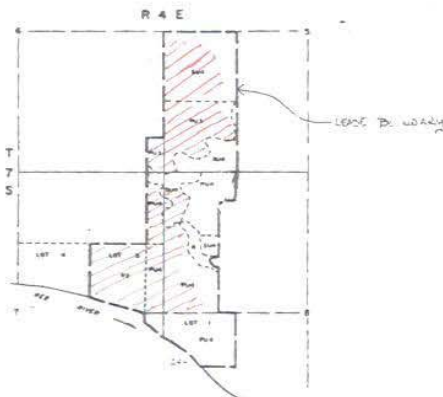
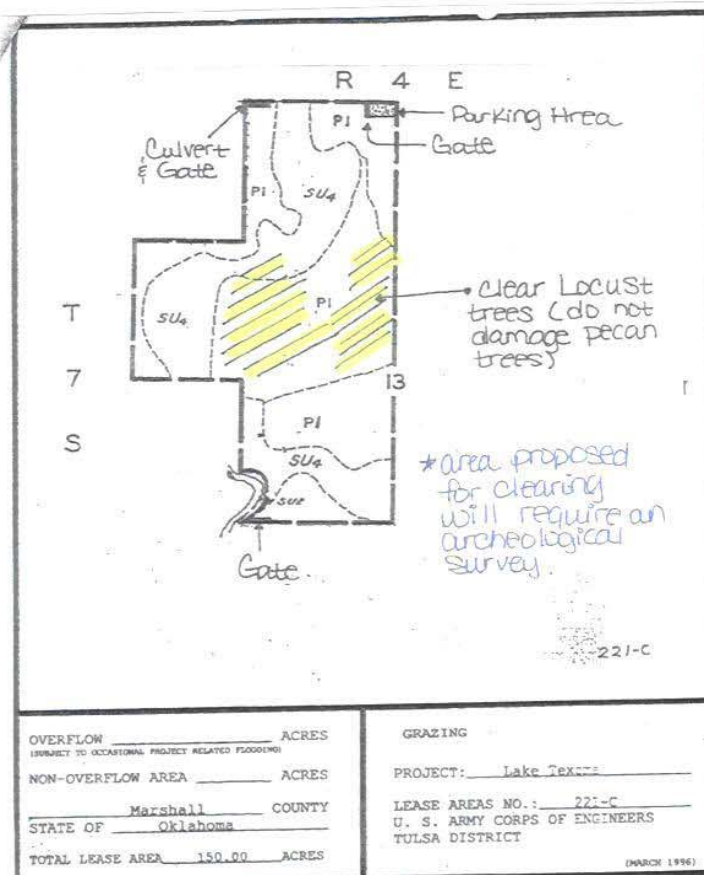

$$F \vee L : L + G$$


EXHIBIT F

EXHIBIT H

LAKE TEXOMA FENCING SPECIFICATIONS

INSTALLATION AND MATERIAL LIST

1. **FENCE LOCATION** – All boundary fences shall be offset approximately 1 foot onto Government property and shall become the property of the U. S. Government.
2. **SETTING POST** – All wooden post shall be set with the large end down in true line on the side to which the wire is to be attached. Posts shall be imbedded in the ground to the depth shown on the drawings and shall be well tamped and firmly set. End, corner, and gate posts shall be set in concrete as indicated in the drawings. Posts and brace panels shall be securely braced, as indicated on the drawings, by timber brace securely spiked. Double No. 9 gauge wire shall be set not more than 16 feet center to center. Metal and wood posts shall be set as shown on the drawings.
3. **STRETCHING BARBED WIRE** – Barbed wire shall be stretched uniformly tight, space as indicated on the drawings, and attached to the wooden post with one staple, except the top wire, which shall be double stapled. Staples shall be set diagonally with the wood grain and driven tight. Stranded wire fasteners will be used to attach the wire to all steel posts. Wire shall be made by the side of the post away from the area to be enclosed. Splices shall be made by bolt clamp of an approved type or a wire splice made in the following manner: the ends of the wire shall be carried three (3) inches past the splicing tools and wrapped around both wires backward from the tool for at least five (5) turns. After the tool is removed, pull ends together and close the space occupied by it. Intermediate stay wires shall be installed where indicated on the drawings.
4. **INTERMEDIATE BRACE PANELS** – Panels shall be located at any major division in horizontal or vertical alignment or on straight runs over ¼ mile (1,320 feet) in length.
5. **FENCE MEASUREMENT** – Fence measurement shall be made by the total linear feet of fence installed.
6. **MATERIAL S LIST :**
 - A.** Barbed wire, 4 point, 12 1/2 gauge, American Made
 - B.** Steel “T” Post (6 ½ feet)
 - C.** Fasteners
 - D.** Wire Stays
 - E.** Wooden Post (5 inch Dia Top x 8 feet in length)
 - F.** Staples, 1 1/4 inch, 9 gauge
 - G.** Nails
 - H.** Smooth Wire, 9 gauge soft wire

DEVIATIONS- Lake Manager may approve deviations that are equal to or better than above stated installation and materials

SPECIFICATIONS - Steel Pipe C-47-C-48-49-50

strings - "5"

Filler - 2" USEN

Fabrication - Cut 5" strings

1" to Receive 2" Filler Pipe -

5" O.C. SPACING

Electric Weld All Joints.

